

1 CHARLES D. NAYLOR, State Bar No. 62243
2 LAW OFFICES OF CHARLES D. NAYLOR
3 A Professional Corporation
4 111 W. OCEAN BLVD, Suite 400
5 Long Beach, California 90802
6 Telephone: (310) 514-1200
7 Facsimile: (310) 514-1837
8 E-Mail: cnaylor@naylorlaw.com

9
10 In Association with:

11 Aksana M. Coone, State Bar No. 190125
12 LAW OFFICES OF AKSANA M. COONE
13 1801 Century Park East, Suite 2400
14 Los Angeles, CA 90067
15 Telephone: (310) 556-9650
16 Facsimile: (310) 954-9008
17 E-mail: Aksana@Coonelaw.com

18 Attorneys for Plaintiff, SUSAN B. HODGE

19 Jeffrey B. Maltzman, CA Bar No. 131758
20 Edgar R. Nield, CA Bar No. 135018
21 Gabrielle De Santis Nield, CA Bar No. 110930
22 **MALTZMAN & PARTNERS, P.A.**
23 5857 Owens Avenue, Suite 300
24 Carlsbad, CA 92008
25 Telephone: (760) 942-9880
26 jeffreym@maltzmanpartners.com
27 ed@maltzmanpartners.com
28 gab@maltzmanpartners.com

18 Attorneys for Defendant, PRINCESS CRUISE LINES, LTD.

19
20
21 UNITED STATES DISTRICT COURT
22
23 CENTRAL DISTRICT OF CALIFORNIA

24 SUSAN B. HODGE,

25 Plaintiff,

26 vs.

27 PRINCESS CRUISE LINES, LTD.,

28 Defendant.

CASE NO. 2:24-cv-00620-FLA-AS

JOINT RULE 26(F) REPORT

Scheduling Conference: 5/10/24
Time: 1:00 p.m.
Courtroom: 6B

Filed: 04/03/2024
Judge: Hon. Fernando L. Anelle-Rocha
Magistrate: Hon. Alka Sagar

1 Pursuant to Federal Rules of Civil Procedure (“FRCP”), Rules 16 and 26, Central
2 District of California Local Rule 26-1 and this Court’s Order Setting Scheduling
3 Conference, the parties hereby submit this Joint Scheduling Report on behalf of plaintiff
4 SUSAN B. HODGE (“Plaintiff”), defendant PRINCESS CRUISE LINES, LTD.
5 (“Princess”). The parties met and conferred on April 16, 2024, in accordance with the
6 requirements of FRCP Rule 26(f) and Local Rule 26-1. Aksana Coone participated in the
7 conference on behalf of Plaintiff. Gabrielle Nield attended on behalf of Princess.

8 The subject matters below address the matters requested to be covered by the
9 Court’s Order Setting Scheduling Conference:

10 (a) **Statement of the Case:**

11 **Plaintiff’s Position**

12 On or about January 28, 2023, Plaintiff, an 83-year-old fare paying passenger
13 aboard the *Royal Princess* (hereinafter “Vessel”), reported to the ship’s medical center
14 with complaints of chest pain and shortness of breath.

15 The medical staff aboard the ship, specifically, Defendant VAN ZYL, performed a
16 cursory examination, without utilizing an electrocardiogram (EKG) or any other cardiac
17 diagnostic tests, and overlooked Plaintiff’s past medical history and risk factors for
18 coronary artery disease (CAD), including her age, family history, high blood pressure,
19 high cholesterol, obesity, diabetes and sedentary lifestyle, misdiagnosed Plaintiff’s heart
20 attack with gastric reflux disease (GERD) and failed to properly manage the cardiac
21 condition, including immediately starting Plaintiff on thrombolytics, bed rest and aspirin
22 to minimize damage to the myocardium (heart muscle) due to ischemia, and arranging for
23 a prompt medical evacuation ashore for an angioplasty or other appropriate emergency
24 care to reduce the amount of damage to the heart muscle, and instead prescribed
25 Metoclopramide, a gastric sedative, Omeprazole, a gastric acid reducer and an antacid
26 tablet. No medical evacuation was considered or recommended.

27 On or about February 6, 2023, upon her return home at the completion of the
28 cruise, Plaintiff relying on the Defendant VAN ZYL’s diagnosis of a gastric reflux

1 disease as the cause of her symptoms, visited with a gastroenterologist who immediately,
2 upon examination, recognized Plaintiff's symptoms were cardiac and not gastric, referred
3 Plaintiff to a cardiologist. The cardiologist performed an EKG which revealed an acute
4 anterior wall MI (myocardial infarction) with ST elevation indicating a total blockage of
5 involved coronary artery and diagnosed Plaintiff as having suffered a heart attack.
6 Plaintiff was immediately referred to a hospital emergency room for treatment and
7 advised she had but hours to live. Plaintiff seeks damages as a result of the alleged
8 wrongful acts and has filed her complaint alleging causes of action against Princess for
9 direct and vicarious liability and against the ship's physician for negligence.

10 **Defendant Princess**

11 Defendant denies liability, causation and the extent of damages claimed by Plaintiff
12 and alleges that plaintiff's injury was caused by her own negligence or that of other third
13 persons. In addition, Defendant Princess was not negligent in providing plaintiff medical
14 care or lack thereof as plaintiff has alleged in the operative complaint. The Passage
15 Contract also expressly states that Defendant is not liable for the medical personnel who
16 provided medical care to plaintiff which conforms with existing law which applies in the
17 circumstances at issue. Defendant further contends that neither Princess nor its medical
18 personnel caused or contributed to Plaintiff's alleged physical or emotional damages or the
19 need for any subsequent hospitalizations and/or surgeries.

20 **(b) Subject Matter Jurisdiction:**

21 This action was filed in the United States District Court, Central District of
22 California on January 23, 2024. Defendant Princess filed an Answer to the Complaint on
23 April 2, 2024. Defendant Shevaun Van Zyl has not been served with the complaint, as
24 her current status of employment with Princess and address was unknown to Plaintiff.
25 The plaintiff was recently advised that Dr. Van Zyl is no longer contracted with Princess.
26 Plaintiff anticipates Princess will disclose Dr. Van Zyl's last known contact information
27 in its initial disclosures, at which point, Plaintiff will attempt service upon her.

28 Princess' Passage Contract contains a forum selection clause, which mandates that

1 Defendant Princess be sued before the United States District Courts for the Central
2 District of California in Los Angeles and that all disputes shall be governed exclusively
3 and in every respect by the general maritime law of the United States.

4 This is an action seeking damages in excess of \$75,000, exclusive of interest, costs,
5 and attorney's fees between citizens of different States and foreign countries. Federal
6 subject matter jurisdiction arises under and is by virtue of diversity citizenship pursuant
7 to 28 U.S.C. § 1332. The action also arises under maritime law such that the Court has
8 admiralty jurisdiction under 28 U.S.C. § 1333 and the general maritime law of the United
9 States.

10 (b) **Legal Issues:**

11 **Plaintiff's Position**

12 This case involves a number of claims under the general maritime law of the
13 United States including as against Defendant Princess: claims for direct negligence,
14 vicarious liability based on *respondeat superior*, and vicarious liability under apparent
15 agency; and, as against the ship's physician: a claim for negligence. The principal legal
16 issues will be whether Princess and/or medical personnel working aboard the *Royal*
17 *Princess* exercised reasonable care under the circumstances, whether the alleged
18 negligent provision of health care services, if proven, can be imputed to Princess as the
19 vessel's operator and/or the employer or principal of the medical personnel, and whether
20 Plaintiff's alleged injuries and damages were partially or wholly caused or contributed to
21 by Plaintiff or third parties for whom Princess is not liable.

22 **Defendant Princess**

23 Princess anticipates that the following legal issues will need to be resolved by this
24 Court: (1) whether the Passage Contract is a legally binding contract on Plaintiff; (2)
25 whether Defendant owed any duty to Plaintiff or has liability; (3) whether Defendant can
26 be found vicariously liable for the conduct of the medical providers at issue based on any
27 theory for such liability; (4) whether Defendant's actions or omissions were the legal cause
28 of Plaintiff's alleged injuries; and (4) what compensatory damages if any are available under

1 the law relating to Plaintiff's claims.

2 (d) **Parties and Evidence:**

3 Plaintiff has filed her Certification and Notice of Interested Parties. Defendant
4 Princess has filed its Certification and Notice of Interested Parties pursuant to FRCP,
5 Rule 7.1 and Local Civil Rule 7.1.1. The contents of Princess' certification disclosed that
6 Carnival Corporation may have a pecuniary interest in the outcome of the instant matter.

7 The party witnesses in the case as can be ascertained at this juncture are as follows:

8 Plaintiff Susan B. Hodge and her husband, Thomas Henry Hodge;

9 Princess' medical personnel aboard the *Royal Princess*, including Defendant Van
10 Zyl, M.D.;

11 Princess' employees involved in the selection, hiring, training and supervision of
12 its medical staff;

13 Plaintiff's treating physicians for injuries sustained in the alleged incident.

15 The key documents in the case as can be ascertained at this juncture include:

16 Plaintiff's cruise related documentation, including booking history, passage
17 contract, and folio;

18 Plaintiff's medical and billing records for medical care aboard the ship and ashore;

19 Princess' policies and procedures relating to provision of medical care aboard their
20 ships, and the hiring, retention, training, and supervision of medical staff providing such
21 medical care to its passengers aboard its cruise ships; and

22 Dr. Van Zyl's personnel records and contractual agreements for her employment;

23 Additionally, the parties have met and conferred pursuant to FRCP, Rule 26(f) and
24 have agreed to take reasonable and proportionate steps to preserve evidence relevant to
25 issues reasonably evident in this action.

26 (e) **Damages:**

27 Plaintiff's damages set forth in his Complaint seek combined general and special
28 damages according to proof as well as prejudgment interest, costs of suit and such further

1 relief as is appropriate in the interest of justice. The damages have not yet been
2 calculated but consist of significant medical bills for hospital stays and rehabilitation.
3

4 Defendant denies Plaintiff is entitled to any relief whatsoever including
5 compensatory and/or punitive damages.

6 (f) **Insurance:**

7 The *Royal Princess* is entered with the United Kingdom Mutual Steam Ship
8 Assurance Association (Bermuda) Limited, a mutual protection and indemnity
9 association which provides indemnity insurance coverage against certain marine risks and
10 which may provide some coverage relating to Plaintiff's alleged incident, subject to the
11 Club's rules.

12 (g) **Motions:**

13 At this time, the parties do not anticipate any motion to add other parties or claims,
14 file amended pleadings or transfer venue.

15 (h) **Dispositive Motions:**

16 The parties reserve the right to file a timely Motion for Summary Judgment or
17 Partial Summary Judgment pursuant to FRCP 56, if applicable. Further discovery and
18 investigation are required.

19 (i) **Manual for Complex Litigation:**

20 The parties agree this matter is not complex and will not require the use of the
21 Manual for Complex Litigation.

22 (j) **Status of Discovery:**

23 The parties are in the preliminary stages of conferring on discovery, probable
24 witnesses, and the locations and format of relevant categories of documents. The parties
25 do not anticipate there being any issues relating to the discovery of electronically stored
26 information. Princess anticipates that a protective order may be necessary to the extent
27 that Plaintiff seeks the production of any information which it considers to be proprietary,
28 confidential business records and/or trade secrets, or relate to privacy issues which
includes but are not limited to policies, procedures, videos, manuals and employee

1 personnel files.

2 The parties have not exchanged written discovery.

3 (k) **Discovery Plan:**

4 1. Initial Disclosures: The parties do not propose that any changes should be
5 made in the timing, form or requirement for disclosures under Rule 26(a). The parties have
6 agreed to exchange Initial Disclosures on **May 17, 2024**.

7 2. Extent/Scope of Discovery: Discovery is needed on the following subjects:
8 liability, causation, the nature and extent of Plaintiff's injuries and damages and
9 Defendant's defenses to each claim, and any and all factual, evidentiary, and legal
10 support. Anticipated discovery includes written interrogatories, requests for admissions,
11 requests for production of documents, written discovery via issuance of subpoenas to
12 third parties and oral depositions of Plaintiff, Defendant's employees and corporate
13 designees under Rule 30(b)(6), and other relevant and percipient witnesses. The parties
14 do not propose that discovery should be conducted in phases or be limited to particular
15 issues.

16 3. Discovery Relating to Electronically Stored Information: The parties do not
17 anticipate there being any issues relating to discovery of electronically stored
18 information.

19 4. Protective Order: Defendant Princess anticipates that a protective order will
20 be necessary to the extent that Plaintiff seeks the production of any information which it
21 considers to be proprietary, confidential business records and/or trade secrets, or relate to
22 privacy concerns which includes but is not limited to policies, procedures, videos,
23 manuals and employee personnel files. In response, Plaintiff invites entry into a
24 Confidentiality Agreement or Order for Defendant's protection.

25 / / /

26 5. Proposed Changes in Limitations on Discovery: Defendants will request that
27 Plaintiff submit to a defense medical examination. Plaintiff will request that her
28 deposition be taken virtually or in the place of her residence in New York, and if

1 applicable, defense medical examination, be taken/conducted in her place of residence, in
2 New York, or alternatively, to the extent Plaintiff can travel to this District, that
3 Defendants reimburse Plaintiff's travel expenses. Additionally, the parties note that
4 depositions of crewmembers may be difficult to schedule due to their employment
5 onboard cruise ships or foreign residence. Otherwise, the parties do not anticipate that
6 any changes should be made to the limitations of discovery, aside from those imposed by
7 the FRCP and the Central District of California Rules.

8 (l) **Discovery Cut-Off:**

9 The parties have agreed to **January 24, 2025** as the discovery cut-off date.

10 (m) **Expert Discovery:**

11 The parties propose the following expert discovery schedule:

- 12 - Joint disclosure of expert witnesses: **January 31, 2025**
- 13 - Rebuttal disclosure of expert witnesses: **February 14, 2025**
- 14 - Expert Discovery Cut-off: **February 28, 2025**

15 (n) **Settlement/Alternative Dispute Resolution (ADR):**

16 No settlement discussions have occurred to date. The parties are willing to
17 negotiate in good faith and attempt to resolve this matter by early settlement prior to the
18 trial date in this matter.

19 Defendants need an opportunity to fully evaluate Plaintiff's claims, which
20 includes, but is not limited to, an evaluation of any and all relevant medical records,
21 depositions of Plaintiff, witnesses and experts as well as a physical examination of
22 Plaintiff by an independent medical examiner.

23 Pursuant to this Court's Notice to Parties of Court-Directed ADR Program (Docket
24 #6), Civil L.R. 26-1(c) and Civil L.R. 16-15.4, the parties select ADR Procedure No. 3,
25 private mediation to be concluded on or before **April 18, 2025**.

26 (o) **Trial Estimate:**

27 The parties request a trial by jury and plaintiff anticipates that a reasonable
28 estimate for the jury trial is 4 days.

1 Plaintiff estimates calling 4-6 fact and expert witnesses at trial.

2 Defendant estimates that this action can be tried in 5-7 days. Defendant anticipates
3 calling 6-8 percipient witnesses and expert witnesses to be determined.

4 (p) **Trial Counsel:**

5 Plaintiff's trial counsel: Aksana Coone, Charles D. Naylor

6 Princess' trial counsel: Jeffrey B. Maltzman and Edgar R. Nield

7 (q) **Independent Expert or Master:**

8 The parties do not anticipate the need for an independent expert or master to be
9 appointed in this matter.

10 (r) **Schedule Worksheet:**

11 See **Exhibit A** hereto.

12 (s) **Other Issues:**

13 None.

17 Dated: April 25, 2024

LAW OFFICES OF
AKSANA M. COONE

LAW OFFICES OF
CHARLES D. NAYLOR

21 By: /s/ Aksana M. Coone

22 Aksana M. Coone
23 Charles D. Naylor
24 Attorneys for Plaintiff,
25 SUSAN B. HODGE

26 ///

27 ///

1 DATED: April 25, 2024

MALTZMAN & PARTNERS

2
3 By: /s/ Gabrielle De Santis Nield
4 Jeffrey B. Maltzman
5 Edgar R. Nield
6 Gabrielle De Santis Nield
7 *Attorneys for Defendant,*
8 *Princess Cruise Lines Ltd.*

9
10 **CERTIFICATION**

11 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that other signatories listed, and on
12 whose behalf the filing is submitted, concur in the filing's content and have authorized
13 the filing.

14
15 Dated: April 25, 2024

16
17 LAW OFFICES OF
18 AKSANA M. COONE
19
20 LAW OFFICES OF
21 CHARLES D. NAYLOR

22
23 By: /s/ Aksana M. Coone
24 Aksana M. Coone
25 Charles D. Naylor
26 Attorneys for Plaintiff,
27 SUSAN B. HODGE

DISTRICT JUDGE FERNANDO L. AENLLE-ROCHA
SCHEDULE OF PRETRIAL AND TRIAL DATES WORKSHEET

Please complete this worksheet jointly and file it with your Joint Rule 26(f) Report.
The parties must make every effort to agree on dates or the court will set them.

Case No. 2:24-cv-00620-FLA-AS	Case Name: Susan B. Hodge vs. Princess Cruise Lines, Ltd.		
Trial and Final Pretrial Conference Dates		Pl(s)' Date mm/dd/yyyy	Def(s)' Date mm/dd/yyyy
Check one: <input checked="" type="checkbox"/> Jury Trial or <input type="checkbox"/> Bench Trial [Tuesday at 8:30 a.m. within 12-15 months of Scheduling Conference based on complexity] Estimated Duration: 4 Days		6/10/2025	6/10/2025
Final Pretrial Conference ("FPTC") [L.R. 16], Hearing on Motions in Limine [Friday at 3:00 p.m. at least 18 days before trial]		5/23/2025	5/23/2025
Event¹ Note: Hearings shall be on Fridays at 1:30 p.m. Other dates can be any day of the week.	Time Computation²	Pl(s)' Date mm/dd/yyyy	Def(s)' Date mm/dd/yyyy
Last Date to <u>Hear</u> Motion to Amend Pleadings or Add Parties [Friday]	91 days after scheduling conference	8/9/2024	8/9/2024
Fact Discovery Cut-Off [Friday] (no later than deadline for filing dispositive motion)	17 weeks before FPTC	1/24/2025	1/24/2025
Expert Disclosure (Initial)	16 weeks before FPTC	1/31/2025	1/31/2025
Expert Disclosure (Rebuttal)	14 weeks before FPTC	2/14/2025	2/14/2025
Expert Discovery Cut-Off	12 weeks before FPTC ³	2/28/2025	2/28/2025
Last Date to <u>Hear</u> Motions [Friday] <ul style="list-style-type: none"> • Rule 56 Motion due at least 5 weeks before hearing • Opposition due 2 weeks after Motion is filed • Reply due 1 week after Opposition is filed 	8 weeks before FPTC	3/28/2025	3/28/2025
Deadline to Complete Settlement Conference [L.R. 16-15] <u>Select one:</u> <input type="checkbox"/> 1. Magistrate Judge (with Court approval) <input type="checkbox"/> 2. Court Mediation Panel <input checked="" type="checkbox"/> 3. Private Mediation	5 weeks before FPTC	4/18/2025	4/18/2025
Trial Filings (first round) [Friday] <ul style="list-style-type: none"> • Motions in Limine • Memoranda of Contentions of Fact and Law [L.R. 16-4] • Witness Lists [L.R. 16-5] • Joint Exhibit List [L.R. 16-6.1] • Joint Status Report Regarding Settlement • Proposed Findings of Fact and Conclusions of Law [L.R. 52] (bench trial only) • Declarations containing Direct Testimony, if ordered (bench trial only) 	4 weeks before FPTC	4/25/2025	4/25/2025
Trial Filings (second round) [Friday] <ul style="list-style-type: none"> • Oppositions to Motions in Limine • Joint Proposed Final Pretrial Conference Order [L.R. 16-7] • Joint Agreed Upon Proposed Jury Instructions (jury trial only) • Disputed Proposed Jury Instructions (jury trial only) • Joint Proposed Verdict Forms (jury trial only) • Joint Proposed Statement of the Case (jury trial only) • Proposed Voir Dire Questions, if any (jury trial only) • Evidentiary Objections to Declarations of Direct Testimony (bench trial only) 	2 weeks before FPTC	5/9/2025	5/9/2025

¹ The parties may seek dates for additional events by filing a separate Stipulation and Proposed Order.

² The numbers below represent the court's recommended timeline. The parties may propose alternate dates based on the needs of each individual case. Class Actions, patent, and ERISA cases may need to vary from the above.

³ The parties may choose to cut off expert discovery prior to the deadline to file a motion for summary judgment.